

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT 4

DATE

9-12-12

TO LEASE NO. GS-09B-02689

ADDRESS OF PREMISES

91-1300 Enterprise Avenue
Kapolei, Oahu, Hawaii

THIS AGREEMENT, made and entered into this date by and between: PENROSE/WALSH FBI Honolulu, LLC

whose address is 929 West Adams Street
Chicago, Illinois 60607

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution, as follows: to establish cost for additional Lump Sums Items.

Paragraph 37 is hereby amended.

Paragraph 40 is hereby added.

"37. Credit to Government.

The Lessor shall provide the following Credit to the Government as identified below and depicted on Change Order Log, Exhibit "F" pages 1 through 5. The total amount of Credit due to the Government shall be **\$1,239,412.00** including Wall type credits in the amount of \$418,556.00 and Electrical credits in the amount of \$658,789.00. The Items described in Paragraphs 33, 34, 38 and 40 of this Lease shall be deducted as a Lump Sum from the reconciled Unit Cost Debits and Credits amount. The Unit Cost Debits and Credits amount remaining after deduction of the Lump Sum shall be **\$493,028.00**.

The following Change Order items identified as credit

- 1) Decorative fence deletion (CO 6003)
- 2) Perimeter conduit (CO 6004)
- 3) [REDACTED] (CO 6029)
- 4) Room B438 revision and storage room B437 to relocate (CO6046)
- 5) ERT Room hood coordination (CO6052)
- 6) Delete [REDACTED] (6063)
- 7) Article 7.10.E.1 of the POR credit for one 2" diameter EMT conduit in Annex (6070)
- 8) Delete cable tray requirements in room B438 (7-100) (6071)
- 9) Delete [REDACTED] (6078)
- 10) Delete the cable tray in Room A114 and B302 (6079)
- 11) Delete duplex outlet from the panels to the equipment cabinets and cable tray in Room B438 (6089)
- 12) Electrical and Data outlets as depicted on Exhibit "F" page 5
- 13) Wall type

Total CREDIT

\$1,239,412.00

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

BY

(Signature)

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

Deana Morad Contracting Officer General Services Administration

**SHEET NO. 1 ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 4
LEASE NO.GS-09B-02689**



"40. At the request of the Government, the Lessor shall provide all materials, equipment and labor to install and maintain the following Lump Sum Item:

- 1) Rooms B137 & B140 Light Fixture revisions and dimmers **(CO 6024)**
- 2) Additional Outlets and Hose Bibb locations in Parking Garage. **(6059)**
- 3) Added Conduit/Boxes at Furniture Base Feeds **(6062)**
- 4) [REDACTED] in Workroom B157 **(6065)**
- 5) Door B163 Provide Conduit Condition "D" and "F" **(6066)**
- 6) [REDACTED] **(6067)**
- 7) Mail Room Millwork B173 **(6068)**
- 8) Relocation of TV Outlets in SAC Office B429 **(6069)**
- 9) Add a ceiling-high A1 wall in front of the window on the west wall of Conference Room B171 and paint the entire wall with HD "projectionable" paint **(6073)**
- 10) Non-projection walls in Room 171 (the north, east and south walls) painted black. Rooms B164, BB138, B329, and B352 paint one wall with projection paint. **(6076)**
- 11) Relocate outlet and blocking for the TV located in Office B427 and B434 **(CO 6081)**
- 12) Cover the window, use FA3 modified partition in room B168 partial height above ceiling, cover existing window with window blind, and finish wall one side. **(6083)**
- 13) Room B149 add one (1) data and one (1) electrical outlet to be installed on the west wall at 6 ft. AFF and 48" to the south of the existing outlets **(6084)**
- 14) Install a 6" Schedule 40 pipe, with an outside diameter of 6.625". The pipe must extend up at least 54" from the roof surface and support the load of the antenna and electronics and withstand up to a 100 mph wind load **(CO6085)**
- 15) Add a duplex outlet (normal power) on the north wall adjacent to the existing dedicated refrigerator outlet in Room A127 **(6087)**
- 16) Add 20 sheets of fire treated plywood for various equipment room locations **(6090)**

GRAND TOTAL

\$94,197.00

The Lessor shall remain responsible for the maintenance, repair and replacement of the items provided by the Lessor under this Paragraph. The Lump Sum Items identified above shall meet all terms, conditions, and obligations of the Lessor and the Government as set forth in Paragraph 7 of this Lease GS-09B-02689. This amount shall be deducted from the reconciled Unit Cost Debits and Credits as described in Paragraph 37 of this Lease."

 & 

Lessor Gov